

FINANCIAL PACIFIC LEASING, LLC

v.

MARCEL W. DUBOIS

Submitted on Briefs September 27, 2011

Decided September 29, 2011

Panel: SAUFLEY, C.J., and ALEXANDER, LEVY, SILVER, MEAD, and
JABAR, JJ.

MEMORANDUM OF DECISION

Marcel W. Dubois appeals from a judgment of the District Court (Biddeford, *O'Neil, J.*) finding for Financial Pacific Leasing, LLC, on its complaint for breach of contract. The court (*Foster, J.*) did not abuse its discretion in granting Dubois's attorney's motion to withdraw within several days of the start of trial because Dubois had sufficient prior notice that the attorney-client relationship had deteriorated, and Dubois had already filed pleadings pro se in this matter. *See Bradshaw v. Bradshaw*, 2005 ME 14, ¶ 10, 866 A.2d 839. The court (*O'Neil, J.*) also did not abuse its discretion in denying Dubois's oral request to continue the trial, which he made while testifying at the trial. *See Wright & Mills v. Bispham*, 2002 ME 123, ¶ 13, 802 A.2d 430; *see also Warren v. Baxter*, 645 A.2d 13, 14 n.2 (Me. 1994) (stating that pro se litigants do not receive preferential treatment in the application of court rules).

The entry is:

Judgment affirmed.

On the briefs:

Elliott R. Teel, Esq., Law Office of Elliott R. Teel, Portland, for appellant
Marcel W. Dubois

David R. Dubord, Esq., and Daniel J. Eichorn, Esq., Gosselin & Dubord,
P.A., Lewiston, for appellee Financial Pacific Leasing, LLC

Biddeford District Court docket number CV-2009-388
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